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ASSOCIATED GENERAL CONTRACTORS OF  
AMERICA, SAN DIEGO CHAPTER, INC.  
APPRENTICESHIP AND TRAINING TRUST  
FUND

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

SOHIL KARIMY,

Plaintiff,

v.

ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA – SAN DIEGO CHAPTER,  
INC., APPRENTICESHIP & TRAINING  
TRUST FUND,

Defendant.

Case No. 08 CV 0297 L (CAB)

**DEFENDANT ASSOCIATED  
GENERAL CONTRACTORS OF  
AMERICA, SAN DIEGO CHAPTER,  
INC. APPRENTICESHIP & TRAINING  
TRUST FUND'S EVIDENTIARY  
OBJECTIONS TO EVIDENCE IN  
SUPPORT OF PLAINTIFF'S  
OPPOSITION TO DEFENDANT'S  
MOTION TO DISMISS WITH  
PREJUDICE  
[FED.R.CIV.P. §12(b)(1)]**

Judge M. James Lorenz

Date: June 23, 2008  
Time: 10:30 a.m.  
Cttrm: 14

Defendant, Associated General Contractors of America, San Diego Chapter, Inc.  
Apprenticeship and Training Trust Fund ("Trust Fund") hereby objects to the  
following evidence presented by plaintiff Sohil Karimy ("Karimy") in support of his Opposition  
to Defendant's Motion to Dismiss as follows:

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**A. Declaration of Sohil Karimy In Support Of Plaintiff's Opposition to Defendant's Motion to Dismiss With Prejudice**

Statement	Objections
<p>"In 2005 at the end of a staff meeting, my supervisor, Pete Saucedo, gave all of the employees the "Employment and Arbitration Agreement."</p> <p>(Karimy Decl., ¶ 3, 2:13-15.)</p>	<p>Lacks foundation; vague and ambiguous as to "at the end of a staff meeting," "all of the employees" and the "Employment and Arbitration Agreement;" mischaracterizes evidence; assumes facts not in evidence.</p>
<p>"This document was given to the employees as we were exiting the staff meeting." (Karimy Decl., ¶ 3, 2:15-16.)</p>	<p>Lacks foundation; vague and ambiguous as to "[t]his document," "employees," and "we were exiting the staff meeting;" relevance; argumentative; conclusory; assumes facts not in evidence; mischaracterizes the evidence.</p>
<p>"Mr. Saucedo told us that there was a new revision to an employment document and that the employees had to sign it."</p> <p>(Karimy Decl., ¶ 3, 2:16-17.)</p>	<p>Lacks foundation; inadmissible hearsay; vague and ambiguous as to "a new revision to an employment document;" vague and ambiguous as to "the employees had to sign it;" improper factual conclusion as to "the employees had to sign it;" assumes facts not in evidence; relevance; conclusory; argumentative.</p>
<p>"I was provided with less than ten seconds to sign the document and return it to Saucedo."</p> <p>(Karimy Decl., ¶ 3, 2:17-18.)</p>	<p>Relevance; conclusory, argumentative; assumes facts not in evidence; mischaracterizes the evidence.</p>
<p>"During my employment, I was never provided with a copy of the Employment and Arbitration Agreement I signed in 2005. I only obtained a copy until [sic] after this lawsuit was filed and the Defendant provided a copy to my attorney."</p> <p>(Karimy Decl., ¶ 3, 2:18-21.)</p>	<p>Relevance; argumentative; conclusory; assumes facts not in evidence.</p>
<p>"At the end of a staff meeting, Mr. Saucedo told me that I had to sign the agreement again because my title had changed."</p> <p>(Karimy Decl., ¶ 4, 2:27-28.)</p>	<p>Relevance; lacks foundation; vague and ambiguous as to "at the end of a staff meeting;" inadmissible hearsay; assumes facts not in evidence; mischaracterizes the evidence.</p>
<p>"He told me that the agreement was on a table and that as I left that I had to sign it and hand it to him."</p> <p>(Karimy Decl., ¶ 4, 3:1-2.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; conclusory; argumentative; assumes facts not in evidence; mischaracterizes the evidence.</p>
<p>"Again, I was only provided a few seconds to sign the agreement and hand it to Mr. Saucedo."</p> <p>(Karimy Decl., ¶ 4, 3:2-3.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; conclusory; argumentative; assumes facts not in evidence; mischaracterizes the evidence.</p>

	Statement	Objections
1		
2	“Defendant did not give me a copy of the	Relevance; conclusory; argumentative;
3	Employment and Arbitration Agreement that I	lacks foundation.
4	signed in 2006 until the day I was terminated in	
5	September 2007.”	
6	(Karimy Decl., ¶ 4, 3:3-5.)	
7	“The Agreement did not have the arbitration Rules	Relevance; conclusory; argumentative;
8	and Procedures attached to it.”	lacks foundation.
9	(Karimy Decl., ¶ 4, 3:5-6.)	
10	“On both occasions where I was presented with	Relevance; argumentative; conclusory;
11	Employment and Arbitration Agreements, I was	inadmissible hearsay; lacks foundation;
12	asked to sign them in order to continue my	vague and ambiguous; improper opinion.
13	employment with Defendant.”	
14	(Karimy Decl., ¶ 5, 3:10-12.)	
15	“I was never provided an opportunity to review	Relevance; argumentative; conclusory;
16	either of these Agreements prior to signing them	assumes facts not in evidence; lacks
17	nor was I told that I had to do so.”	foundation; mischaracterizes the evidence;
18	(Karimy Decl., ¶ 5, 3:12-14.)	vague and ambiguous as to “never
19		provided an opportunity to review.
20	“I was never told that I had the opportunity to opt-	Relevance; argumentative; conclusory;
21	out of arbitration.”	assumes facts not in evidence; lacks
22	(Karimy Decl., ¶ 5, 3:14-15.)	foundation.
23	“The copy of the 2006 Employment and Arbitration	Relevance; argumentative; conclusory;
24	Agreement that I was provided, was not signed by	best evidence rule; inadmissible hearsay,
25	the Defendant.”	vague and ambiguous.
26	(Karimy Decl., ¶ 4, 3:15-16.)	
27	“When the Defendant provided a copy of the 2005	Relevance; argumentative; conclusory;
28	Employment and Arbitration Agreement to my	best evidence rule; inadmissible hearsay.
29	attorney, I realized that this Employment and	
30	Arbitration Agreement was also not signed by the	
31	Defendant.”	
32	(Karimy Decl., ¶ 4, 3:16-19.)	
33	“The Rules and Procedures referenced in the	Relevance; argumentative; conclusory,
34	Agreements were not attached to the Agreement	lacks foundation.
35	when I signed them.”	
36	(Karimy Decl., ¶ 4, 3:21-22.)	
37	“I was never told that I had to read the Rules and	Relevance; argumentative; conclusory.
38	Procedures prior to signing the Agreements.”	
39	(Karimy Decl., ¶ 4, 3:22-24.)	
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	Statement	Objections
1		
2	“After I signed the Employment and Arbitration	Relevance; argumentative; conclusory;
3	Agreement in 2006, I asked Pete Saucedo to explain	assumes facts not in evidence;
4	to me what I had signed.”	inadmissible hearsay; best evidence rule;
	(Karimy Decl., ¶ 4, 3:24-25.)	mischaracterizes the evidence.
5	“Pete Saucedo said that it was an Employment and	Relevance; argumentative; conclusory;
6	Arbitration Agreement and that there were Rules	assumes facts not in evidence;
7	and Procedures regarding the Arbitration	inadmissible hearsay; best evidence rule;
	Agreement.”	mischaracterizes the evidence.
	(Karimy Decl., ¶ 4, 3:25-27.)	
8	“I requested the Rules and Procedures from Pete	Relevance; lacks foundation;
9	Saucedo, on at least four occasions.”	argumentative; conclusory; inadmissible
10	(Karimy Decl., ¶ 4, 3:27-28.)	hearsay; assumes facts not in evidence;
		mischaracterizes the evidence.
11	“Pete Saucedo indicated to me that the Rules and	Relevance; lacks foundation;
12	Procedures were at the attorney’s office and that he	argumentative; conclusory; inadmissible
13	would get them for me.”	hearsay; assumes facts not in evidence;
	(Karimy Decl., ¶ 4, 3:28-4:2.)	mischaracterizes the evidence.
14	“I was never provided with the Rules and	Relevance; lacks foundation; conclusory;
15	Procedures at any time during my employment.”	argumentative; assumes facts not in
16	(Karimy Decl., ¶ 6, 4:2-3.)	evidence; mischaracterizes the evidence.
17	“The first time that I saw the Rules and Procedures	Relevance; lacks foundation; conclusory;
18	was in January 2008, when my attorney obtained	argumentative.
	them for me.”	
	(Karimy Decl., ¶ 6, 4:3-4.)	
19	“I never thought that I would not be able to file a	Relevance; lacks foundation; conclusory;
20	lawsuit.”	argumentative.
21	(Karimy Decl., ¶ 7, 4:6-7.)	
22	“The Employment Agreements were never	Relevance; lacks foundation; conclusory;
23	executed by the Defendant.”	argumentative; assumes facts not in
	(Karimy Decl., ¶ 7, 4:7.)	evidence; best evidence rule.
24	“I was never provided with the rules and	Relevance; lacks foundation; conclusory;
25	Procedures, so I did not really understand how an	argumentative.
26	arbitration would work.”	
	(Karimy Decl., ¶ 7, 4:8-9.)	
27	“This is why I continuously asked for the Rules and	Relevance; lacks foundation; conclusory;
28	Procedures.”	argumentative; vague and ambiguous as to
	(Karimy Decl., ¶ 7, 9-10.)	“I continuously asked for the Rules and
		Procedures”; assumes facts not in
		evidence; mischaracterizes the evidence.

Statement	Objections
<p>“During approximately the last four months of my employment with Defendant, Pete Saucedo instructed me to give the Employment and Arbitration Agreement to any new hires.” (Karimy Decl., ¶ 8, 4:12-14.)</p>	<p>Lacks foundation; vague and ambiguous as to “approximately the last four months of my employment”; assumes facts not in evidence; mischaracterizes the evidence; inadmissible hearsay.</p>
<p>“Neither Pete Saucedo or anyone else ever instructed me to explain the contents of these documents to any new hire, nor could I have since I did not understand the contents.” (Karimy Decl., ¶ 8, 4:14-16.)</p>	<p>Lacks foundation; vague and ambiguous as to “anyone else ever instructed me”; assumes facts not in evidence; mischaracterizes the evidence; argumentative; conclusory.</p>
<p>“Furthermore, I never gave the document to any new hire because no one new was hired during the last four months of my employment with Defendant.” (Karimy Decl., ¶ 8, 4:16-18.)</p>	<p>Lacks foundation; argumentative; conclusory; assumes facts not in evidence; mischaracterizes the evidence.</p>
<p>“In March of 2005, I was asked to sign a confidentiality agreement.” (Karimy Decl., ¶ 9, 4:20-21.)</p>	<p>Relevance; lacks foundation; best evidence rule; conclusory; argumentative.</p>
<p>“On September 27, 2007, after I was terminated, the Defendant’s attorney sent me a letter, asking that I return Defendant’s property and advising me that I had obligations under the California Trade Secrets Act and under the Confidentiality Agreement.” (Karimy Decl., ¶ 9, 4:21-5:2.)</p>	<p>Relevance; lacks foundation; best evidence rule; conclusory; argumentative.</p>
<p><b>B. <u>Declaration of Alexander B. Cvitan in Support of Plaintiff’s Opposition to Defendant’s Motion to Dismiss</u></b></p>	
<p>“I requested the AGC Trust’s employment arbitration rules and procedures which were in effect at the date of Mr. Karimy’s termination.” (Cvitan Decl., ¶ 2, 2:12-13.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; best evidence rule; conclusory.</p>
<p>“Mr. Wolds stated that my request did not contain the arbitration agreement, and he requested that I send him a copy.” (Cvitan Decl., ¶ 3, 2:19-21.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; best evidence rule; conclusory.</p>
<p>“He advised me that once I sent him the agreement, he would send me the arbitration rules.” (Cvitan Decl., ¶ 3, 2:21-22.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; best evidence rule; conclusory.</p>

Statement	Objections
<p>“I sent Mr. Wolds a copy of the At-Will Employment and Arbitration Agreement signed by Mr. Karimy but not signed by the AGC Trust.”</p> <p>(Cvitan Decl., ¶ 4, 2:26-28.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; best evidence rule; conclusory.</p>
<p>“I advised Mr. Wolds that Mr. Karimy never received a signed Agreement from the Trust. I again requested the arbitration rules.”</p> <p>(Cvitan Decl., ¶ 4, 2:28-3:2.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; best evidence rule; conclusory; vague and ambiguous with regard to “signed Agreement from the Trust,” mischaracterizes the evidence; assumes facts not in evidence.</p>
<p>“I received a letter from Mr. Wolds dated January 14, 2008, enclosing the AGC Trust’s employment rules and procedures ‘in effect on the date of Mr. Sohil’s (sic) termination and the current JAMS Employment Rules and Procedures referred to therein.”</p> <p>(Cvitan Decl., ¶ 5, 3:6-9.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; best evidence rule; conclusory.</p>
<p>“The JAMS Rules that Mr. Wolds sent to me became effective on March 21, 2007, almost ten months after Mr. Karimy signed the Employment Agreement.”</p> <p>(Cvitan Decl., ¶ 5, 3:9-10.)</p>	<p>Relevance; lacks foundation; inadmissible hearsay; best evidence rule; conclusory; argumentative.</p>

Defendant will respectfully request the Court at the hearing on the motion to sustain the above objections and to strike the evidence referred to above.

DATED: June 16, 2008

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